

Customer No. 24498  
Ser. No. 09/719,148

Internal Docket No. PF980074

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**Remarks/Arguments**

In the non-final Office Action dated November 27, 2007, it is noted that claims 1-2, 4-11, and 13-14 are pending, and that claims 1-2, 4-11, and 13-14 stand rejected under 35 U.S.C. §103.

**Cited Art**

The following references have been cited and applied as prior art in the present Office Action: U.S. Patent 4,777,595 to Strecker (hereinafter referenced as "*Strecker*"), U.S. Patent 6,912,588 to Jardin (hereinafter referenced as "*Jardin*"), and U.S. Patent 6,021,132 to Muller (hereinafter referenced as "*Muller*").

**Rejection Of Claims 1-7 and 9-13 Under 35 USC §103**

Claims 1-7 and 9-14 stand rejected under 35 U.S.C. §103(a) as being unpatentable over Strecker in view of Jardin. Claims 3 and 12 were cancelled in a prior response. The rejection of claims 1, 2, 4-7, 9-11, and 13 is respectfully traversed.

The present invention is addressed to problems found when transmitting asynchronous data in a home network. In particular, it is noted on page 1 of the original specification from lines 28-37 that,

*"when a sending software element sends a message to a receiving software element, the Messaging System does not take into account the memory capacity of the receiving software element. The receiving software element may encounter problems to process a huge amount of data if the buffer allocated to the communication by the receiving software element is not adequate. In other words, the HAVi 0.8 document does not enable the receiving software element to control the amount of data it receives."*

The claimed invention provides for a communication to the transmitting device information concerning the message buffer size in the receiving device and a setting of the payload size by the transmitting device of each transmitted message to be at or below the message buffer size communicated by the receiving device.

Claim 1 is an independent claim. Claims 2 and 4-7 depend ultimately from claim 1. Claim 9 is an independent claim. Claim 10 is an independent claim. Claims 11 and 13 depend ultimately from claim 10. Claims 1, 9, and 10 include substantially similar limitations. Therefore, the remarks presented below will focus primarily on the limitations present in claim 1 for the sake of brevity in this response.

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Claim 1 calls for:

*Method for transmitting data in a home communication network comprising a first device and a second device, wherein said first device includes means to produce a data packet and said second device includes means to use said data packet, said method comprising the steps of:*

- opening a connection between said first device and said second device;*
- having said second device allocate a message buffer to said connection, said second device communicating the message buffer size to said first device;*
- having said first device transmit said data packet to said second device, wherein said data packet is split and sent as payload in messages, where the size of the payload of each message is smaller or equal to said message buffer size, and wherein said connection is opened by said first device through a function call sent to said second device for writing data to said second device.*

Strecker is primarily concerned with providing a message transfer system for distributed computer networks, which closely simulates the performance of a tightly-coupled network. *See Strecker at column 3, lines 17-20.* This tightly-coupled network performance is shown in Strecker's Figure 1 by the dashed line between memory buffer A and memory buffer C. Strecker explains that, in his apparatus, "[a]ll transmissions are accomplished between a memory buffer in a transmitting node and a memory buffer in a receiving node." *See Strecker at column 3, line 67 through column 4, line 1.* Strecker then differentiates between the types of buffers in his system by saying that, "[t]hese [memory] buffers are in actual memory at each node and are not to be confused with communications buffers which interface between the communications boss and the other elements in the node, within the data link of the port." [Emphasis supplied]. *See Strecker at column 4, lines 1-5.*

Throughout his entire specification and drawings, Strecker clearly shows his concentration on memory buffers, as opposed to communications buffers. *In addition to the citations given above, see column 13 at line 63.* Since Strecker performs his operations on or between memory buffers, which in his words are not to be confused with communications buffers, it is submitted that Strecker does not teach, show, or suggest operations on or between communications buffers, which are believed to be similar in nature to Applicants' claimed message buffers.

While Strecker discusses the packet length and message length at numerous locations in his specification, it should be understood that Strecker lacks any teaching that the data packet length is somehow related to the communications buffer size or the

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message buffer size of the receiving node. For example, at column 5, lines 41-45, Strecker states that,

*[d]ata packet length is discretely variable. All the packets of the transfer except the last should be of an agreed-upon size and the last packet should carry the remainder and be less than or equal to the preceding packets in size.*

Also, at column 7, lines 2-4, Strecker states that, "[p]ackets are integral numbers of bytes from about 10 to about 4100 bytes in length, for example, excluding header and trailer fields." When discussing minimum and maximum datagram lengths at column 12, lines 25-31, Strecker states that,

*All ports provide bidirectional, general-purpose datagram service. Nodes must be able to handle a predetermined minimum datagram text length. In this example, that minimum is 58 bytes. Larger values up to some predetermined maximum, such as 4089, bytes may be used between ports based on prior agreement. The prior agreement on increased size limits is left to a higher level protocol.*

Farther down in that same column at lines 47-54, Strecker discusses message lengths as follows,

*Messages can be of varying length, ranging from 0 to some upper limit (e.g., 4089 bytes) in textual length. The maximum size message that may be exchanged between ports is determined by prior agreement and at a higher level protocol. However, any ports capable of receiving Messages must be able to receive Messages of at least the above-mentioned textual length of, for example, 58 bytes.*

In a final discussion of packet size, Strecker states at column 17, lines 17-21, that,

*The size of individual packets to be returned, except for the last packet, is specified in the request. The maximum allowable size must be determined by prior agreement between the involved ports, using a higher-level protocol.*

It should be noted that, in all three of the latter cited selections above, Strecker indicates that packet, message, and datagram lengths are left to a higher level protocol, which is agreed prior to the exchange. When discussing determination of memory buffer lengths in column 13 at lines 22-26, Strecker makes it clear that these higher level protocols are not part of his invention and will not be discussed in greater detail in his specification. Thus, one can only conclude that Strecker clearly lacks any teaching, showing, or suggestion about the manner in which the size of the payload of each message is determined, leaving the ultimate determination perhaps to his undisclosed higher-level protocol agreed on prior to any message exchange. In addition, from the citations given above relating in any way to message length or packet length, it should be clear that the

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lengths lack any stated relationship to Strecker's communications buffer size (i.e., applicants' message buffer size) of the receiving node or device.

Strecker also fails to teach the claim limitation of, "having said second device allocate a message buffer to said connection, said second device communicating the message buffer size to said first device". As mentioned above, Strecker's entire focus is on the memory buffers, and not on the communications buffers. Also, as mentioned above, Strecker expressly avoids disclosing any information about the determination of buffer and packet lengths, leaving that determination to an undisclosed higher level protocol.

Although the remarks above involve the Strecker reference, it should be understood that they all are intended to encompass the suggested combination of Strecker with Jardin. Jardin was combined in the present office action with Strecker because it was stated that, "Strecker does not show using a function call to open the connection for writing data to the second device." Nowhere in Jardin is there a teaching, showing, or suggestion that would cure the deficiencies in the teachings of Strecker enumerated above.

Jardin discusses the use of function calls and client command requests in a network architecture that is substantially different from the architecture shown in Strecker. Jardin's network architecture is comprised of a client, one or more servers, and a broker interposed between the client and the one or more servers. All client/server communications are handled through the broker.

The combination of Strecker and Jardin is not motivated by the teachings of either Strecker or Jardin. The present invention defined in the claims and the apparatus disclosed by Strecker both involve peer level communications among nodes or devices. Jardin does not allow peer level communications among nodes or devices. Instead, Jardin interposes a broker between the client and server nodes. The broker handles all communications between the client and server. Thus, it is unclear how the teachings of Jardin can be thought to be combinable with Strecker in view of the presence of Jardin's broker between the client and server nodes.

Jardin, when combined with Strecker, still lacks any teaching, showing, or suggestion that, "said connection is opened by said first device through a function call sent to said second device for writing data to said second device." Jardin makes it clear that all requests to conduct communication session with the destination server are client requests issued by the user at a client device. *See Jardin at column 6, lines 3-23, at column 7, line 1,*

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*in figure 5 together with a detailed description related thereto.* At no time does Jardin indicate that the user issues anything other than a command or command request. Jardin does indicate that the broker can respond to the client's command request by issuing a function call at column 8, lines 20 to 25. But that action by the broker still does not meet the limitation in claim 1.

In light of the remarks above, it is believed that independent claims 1, 9, and 10 and the claims dependent thereon would not have been obvious to a person skilled in the art upon a reading of Strecker and Jardin, either separately or combination. Therefore it is submitted that claims 1, 2, 4-7, 9-11, and 13 are allowable under 35 U.S.C. §103. Withdrawal of this rejection is respectfully requested.

#### **Rejection Of Claims 8 and 14 Under 35 USC §103**

Claims 8 and 14 stand rejected under 35 USC §103(a) as being unpatentable over Strecker in view of Jardin and further in view of Muller. Claim 8 depends from claim 1, and claim 14 depends from claim 10. This rejection is respectfully traversed.

Muller is cited as teaching dynamically allocatable buffers because Strecker and Jardin are admitted in the present office action to lack such teaching. However, even if Muller provides such teaching, Muller does not cure the defects discussed above in the teachings of Strecker and Jardin as applied to claims 1 and 10. Thus, it is submitted that claims 8 and 14 are patentably distinguishable over the combination of Strecker, Jardin, and Muller for at least the same reasons as those discussed above.

In light of the remarks above and for all the reasons given with respect to claims 1 and 10 above, it is believed that claims 8 and 14 would not have been obvious to a person skilled in the art upon a reading of Strecker, Jardin, and Muller, either separately or combination. Therefore it is submitted that claims 8 and 14 are allowable under 35 U.S.C. §103. Withdrawal of this rejection is respectfully requested.

#### **Conclusion**

In view of the foregoing, it is respectfully submitted that all the claims pending in this patent application are in condition for allowance. Reconsideration and allowance of all the claims are respectfully solicited.

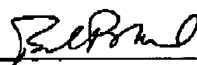
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If, however, the Examiner believes that there are any unresolved issues requiring adverse final action in any of the claims now pending in the application, it is requested that the Examiner contact the Applicants' attorney at (609) 734-6815, so that a mutually convenient date and time for a telephonic interview may be scheduled for resolving such issues as expeditiously as possible.

In the event there are any errors with respect to the fees for this response or any other papers related to this response, the Director is hereby given permission to charge any shortages and credit any overcharges of any fees required for this submission to Deposit Account No. 07-0832.

Respectfully submitted,  
Guillaume Bichot et al.

By:   
Paul P. Kiel  
Attorney for Applicant  
Registration No. 40,677

THOMSON Licensing LLC  
PO Box 5312  
Princeton, NJ 08543-5312

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